Please read the policy carefully. If there is an accident, contact your State Farm agent or one of our Claim Offices at once. (See “INSURED’S DUTIES” in this policy booklet.)
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THIS POLICY

1. This policy consists of:
   a. the most recently issued Declarations Page;
   b. the policy booklet version shown on that Declarations Page; and
   c. any endorsements that apply, including those listed on that Declarations Page as well as those issued in connection with any subsequent renewal of this policy.

2. This policy contains all of the agreements between all named insureds and applicants and:
   a. us; and
   b. any of our agents.

3. We agree to provide insurance according to the terms of this policy:
   a. based on payment of premium for the coverages chosen; and
   b. unless otherwise stated in EXCEPTIONS, POLICY BOOKLET, AND ENDORSEMENTS on the Declarations Page, in reliance on the following statements:

   (1) The named insured is the sole owner of your car.

   (2) Neither you nor any member of your household has, within the past three years, had:
       (a) vehicle insurance canceled or nonrenewed by an insurer; or
       (b) either:
           (i) a license to drive; or
           (ii) a vehicle registration suspended, revoked, or refused.

   (3) Your car is used for pleasure and business.

4. All named insureds and applicants agree by acceptance of this policy that:
   a. the statements in 3.b. above are made by the named insured or applicant and are true; and
   b. we provide this insurance on the basis those statements are true.
DEFINITIONS

We define certain words and phrases below for use throughout the policy. Each coverage includes additional definitions only for use with that coverage. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in boldface italics.

**Bodily Injury** means bodily injury to a person and sickness, disease, or death that results from it.

**Car** means a land motor vehicle with four or more wheels, designed for use primarily on public roads. It does not include:
1. Any vehicle while located for use as a dwelling or other premises; or
2. A truck-tractor designed to pull any type of trailer.

**Car Business** means a business or job where the purpose is to sell, lease, rent, repair, service, modify, transport, store, or park land motor vehicles or any type of trailer.

**Fungi** means any type or form of fungus or fungi and includes:
1. Mold;
2. Mildew; and
3. Any of the following that are produced or released by fungi:
   a. Mycotoxins;
   b. Spores;
   c. Scents; or
   d. Byproducts.

**Newly Acquired Car** means a car newly owned by you. A car ceases to be a newly acquired car on the earlier of:
1. the effective date and time of a policy, including any binder, issued by us or any other company that describes the car as an insured vehicle; or
2. the end of the 14th calendar day immediately following the date the car is delivered to you.

If a newly acquired car is not otherwise afforded comprehensive coverage or collision coverage by this or any other policy, then this policy will provide Comprehensive Coverage or Collision Coverage for that newly acquired car, subject to a deductible of $500. Any coverage provided as a result of this paragraph will apply only until the end of the 5th calendar day immediately following the date the newly acquired car is delivered to you.

**Non-Owned Car** means a car that is in the lawful possession of you or any resident relative and that neither:
1. is owned by:
   a. you;
   b. any resident relative;
   c. any other person who resides primarily in your household; or
   d. an employer of any person described in a., b., or c. above; nor
2. has been operated by, rented by, or in the possession of:
   a. you, or
   b. any resident relative during any part of each of the 31 or more consecutive days immediately prior to the date of the accident or loss.

**Occupying** means in, on, entering, or exiting.

**Our** means the Company issuing this policy as shown on the Declarations Page.

**Owned By** means:
1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 31 or more consecutive days, to.

**Pedestrian** means a person who is not occupying:
1. a motorized vehicle; or
2. a vehicle designed to be pulled by a motorized vehicle.

**Person** means a human being.

**Private Passenger Car** means:
1. a car of the private passenger type, other than a pickup truck, van, minivan, or sport utility vehicle, designed primarily to carry persons and their luggage; or
2. a pickup truck, van, minivan, or sport utility vehicle:
   a. that is not used for:
      (1) wholesale; or
      (2) retail pick up or delivery; and
   b. that has a Gross Vehicle Weight Rating of 10,000 pounds or less.

**Resident Relative** means a person, other than you, who resides primarily with the first person shown as a named insured on the Declarations Page and who is:
1. related to that named insured or his or her spouse by blood, marriage, or adoption. An unmarried and unemancipated child of that named insured or his or her spouse is considered to reside primarily with that named insured while that child is away at school; or
2. a ward or a foster child of that named insured, his or her spouse, or a person described in 1. above.

State Farm Companies means one or more of the following:
1. State Farm Mutual Automobile Insurance Company;
2. State Farm Fire and Casualty Company; and
3. Any of their affiliates.

Temporary Substitute Car means a car that is in the lawful possession of the person operating it and that:
1. replaces your car for a short time while your car is out of use due to its:
   a. breakdown;
   b. repair;
   c. servicing;
   d. damage; or
   e. theft; and
2. neither you nor the person operating it own or have registered.

If a car qualifies as both a non-owned car and a temporary substitute car, then it is considered a temporary substitute car only.

Trailer means:
1. only those trailers:
   a. designed to be pulled by a private passenger car;
   b. not designed to carry persons; and
   c. while not used as premises for office, store, or display purposes; or
2. a farm implement or farm wagon while being pulled on public roads by a car.

Us means the Company issuing this policy as shown on the Declarations Page.

We means the Company issuing this policy as shown on the Declarations Page.

You or Your means the named insured or named insureds shown on the Declarations Page. If a named insured shown on the Declarations Page is a person, then “you” or “your” includes the spouse of the first person shown as a named insured if the spouse resides primarily with that named insured.

Your Car means the vehicle shown under YOUR CAR on the Declarations Page. Your Car does not include a vehicle that you no longer own or lease.

If a car is shown on the Declarations Page under YOUR CAR, and you ask us to replace it with a car newly owned by you, then the car being replaced will continue to be considered your car until the earliest of:
1. the end of the 30th calendar day immediately following the date the car newly owned by you is delivered to you;
2. the date this policy is no longer in force; or
3. the date you no longer own or lease the car being replaced.

LIABILITY COVERAGE

This policy provides Liability Coverage if “A” is shown under “Symbols” on the Declarations Page.

Additional Definition

Insured means:
1. you and resident relatives for:
   a. the ownership, maintenance, or use of:
      (1) your car;
      (2) a newly acquired car; or
      (3) a trailer; and
   b. the maintenance or use of:
   1. only those trailers:
      a. designed to be pulled by a private passenger car;
      b. not designed to carry persons; and
      c. while not used as premises for office, store, or display purposes; or
   2. a farm implement or farm wagon while being pulled on public roads by a car.

Us means the Company issuing this policy as shown on the Declarations Page.

We means the Company issuing this policy as shown on the Declarations Page.

You or Your means the named insured or named insureds shown on the Declarations Page. If a named insured shown on the Declarations Page is a person, then “you” or “your” includes the spouse of the first person shown as a named insured if the spouse resides primarily with that named insured.

Your Car means the vehicle shown under YOUR CAR on the Declarations Page. Your Car does not include a vehicle that you no longer own or lease.

If a car is shown on the Declarations Page under YOUR CAR, and you ask us to replace it with a car newly owned by you, then the car being replaced will continue to be considered your car until the earliest of:
1. the end of the 30th calendar day immediately following the date the car newly owned by you is delivered to you;
2. the date this policy is no longer in force; or
3. the date you no longer own or lease the car being replaced.
3. any other person for his or her use of:
   a. your car;
   b. a newly acquired car;
   c. a temporary substitute car; or
   d. a trailer while attached to a car described in a., b., or c. above.
   Such vehicle must be used within the scope of your consent; and
4. any other person or organization vicariously liable for the use of a vehicle by an insured as defined in items 1., 2., or 3. above, but only for such vicarious liability. This provision applies only if the vehicle is neither owned by, nor hired by, that other person or organization. Insured does not include the United States of America or any of its agencies.

Insuring Agreement
1. We will pay:
   a. damages an insured becomes legally liable to pay because of:
      (1) bodily injury to others; and
      (2) damage to property
      caused by an accident that involves a vehicle for which that insured is provided Liability Coverage by this policy;
   b. attorney fees for attorneys chosen by us to defend an insured who is sued for such damages; and
   c. court costs charged to an insured and resulting from that part of a lawsuit:
      (1) that seeks damages payable under this policy’s Liability Coverage; and
      (2) against which we defend an insured with attorneys chosen by us.
   We have no duty to pay attorney fees and court costs incurred after we deposit in court, pay, or offer to pay, the amount due under this policy’s Liability Coverage;
2. We have the right to:
   a. investigate, negotiate, and settle any claim or lawsuit;
   b. defend an insured in any claim or lawsuit, with attorneys chosen by us; and
   c. appeal any award or legal decision for damages payable under this policy’s Liability Coverage.

Supplementary Payments
We will pay, in addition to the damages, fees, and costs described in the Insuring Agreement above, the interest, premiums, costs, and expenses listed below that result from such accident:
1. Interest on damages owed by the insured that accrues:
   a. before a judgment, where owed by law, but only on that part of the judgment we pay; and
   b. after a judgment. We will not pay interest on damages paid or payable by a party other than the insured or us. We have no duty to pay interest that accrues after we deposit in court, pay, or offer to pay, the amount due under this policy’s Liability Coverage;
2. Premiums for bonds, provided by a company chosen by us, required to appeal a decision in a lawsuit against an insured. We have no duty to:
   a. pay for bonds that exceed this policy’s applicable Liability Coverage limit;
   b. furnish or apply for any bonds; or
   c. pay premiums for bonds purchased after we deposit in court, pay, or offer to pay, the amount due under this policy’s Liability Coverage;
3. The following costs and expenses if related to and incurred after a lawsuit has been filed against an insured:
   a. Loss of wages or salary, but not other income, up to $200 for each day an insured attends, at our request:
      (1) an arbitration;
      (2) a mediation; or
      (3) a trial of a lawsuit; and
   b. Reasonable expenses incurred by an insured at our request other than loss of wages, salary, or other income.
   The amount of any of the costs or expenses listed above that are incurred by an insured must be reported to us before we will pay such incurred costs or expenses.

Limits
The Liability Coverage limits for bodily injury are shown on the Declarations Page under “Liability Coverage – Bodily Injury Limits – Each Person, Each Accident.” The limit shown under “Each Person” is the most we will pay for all damages resulting from bodily injury to any one person injured in any one accident, including all damages sustained by other persons as a result of that bodily injury. The limit shown under “Each Accident” is the most we will
pay, subject to the limit for “Each Person”, for all damages resulting from bodily injury to two or more persons in the same accident.

The Liability Coverage limit for damage to property is shown on the Declarations Page under “Liability Coverage – Property Damage Limit – Each Accident”. The limit shown is the most we will pay for all damages resulting from damage to property in any one accident.

These Liability Coverage limits are the most we will pay regardless of the number of:
1. insureds;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

**Nonduplication**

We will not pay any damages or expenses under Liability Coverage:
1. that have already been paid as expenses under Medical Payments Coverage of this policy to or on behalf of persons other than you and any relative of you who resides with you; or
2. that have already been paid under Uninsured Motor Vehicle Coverage of any policy issued by the State Farm Companies to you or any resident relative.

**Exclusions**

THERE IS NO COVERAGE FOR AN INSURED:
1. WHO INTENTIONALLY CAUSES **BODILY INJURY** OR DAMAGE TO PROPERTY;
2. TO THE EXTENT THE LIMITS OF LIABILITY OF THIS POLICY EXCEED THE LIMITS OF LIABILITY REQUIRED BY THE OKLAHOMA FINANCIAL RESPONSIBILITY ACT FOR **BODILY INJURY** TO:
   a. **YOU**;
   b. **RESIDENT RELATIVES**, AND
   c. ANY OTHER PERSON WHO BOTH RESIDES PRIMARILY WITH AN INSURED AND WHO:
      (1) IS RELATED TO THAT INSURED BY BLOOD, MARRIAGE, OR ADOPTION; OR
      (2) IS A WARD OR FOSTER CHILD OF THAT INSURED;
3. OR FOR THAT INSURED’S INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS’ COMPENSATION, DISABILITY, OR SIMILAR LAW;
4. **FOR BODILY INJURY TO THAT INSURED’S EMPLOYEE WHICH ARISES OUT OF THAT EMPLOYEE’S EMPLOYMENT**. This exclusion does not apply to that insured’s household employee who is neither covered, nor required to be covered, under workers’ compensation insurance;
5. **FOR BODILY INJURY TO THAT INSURED’S FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT**. This exclusion does not apply to you and resident relatives who are legally liable for bodily injury to fellow employees;
6. **FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN INSURED**;
7. **FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS BEING USED TO CARRY PERSONS FOR A CHARGE**. This exclusion does not apply to the use of a private passenger car on a share-the-expense basis;
8. **WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT INSURED’S EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A CAR BUSINESS**. This exclusion does not apply to:
   a. **YOU**; or
   b. any resident relative while maintaining or using your car, a newly acquired car, a temporary substitute car, or a trailer;
9. **WHILE THAT INSURED IS VALET PARKING A VEHICLE**;
10. **WHILE MAINTAINING OR USING ANY VEHICLE OTHER THAN YOUR CAR, A NEWLY ACQUIRED CAR, A TEMPORARY SUBSTITUTE CAR, OR A TRAILER IN ANY BUSINESS OR OCCUPATION OTHER THAN A CAR BUSINESS OR VALET PARKING**. This exclusion does not apply to the maintenance or use of a private passenger car;
11. **FOR DAMAGE TO PROPERTY WHILE IT IS**:
   a. **OWNED BY**;
   b. RENTED TO;
   c. USED BY;
   d. IN THE CARE OF; OR
   e. TRANSPORTED BY **YOU, A RESIDENT RELATIVE, OR THE PERSON WHO IS LEGALLY LIABLE FOR THE DAMAGE**. This exclusion does not apply to either damage to a residence while
rented to or leased to an insured or damage to a private garage while rented to or leased to an insured:

12. FOR LIABILITY ASSUMED UNDER ANY CONTRACT OR AGREEMENT;

13. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;

14. WHILE USING A TRAILER WITH A MOTOR VEHICLE IF THAT INSURED IS NOT PROVIDED LIABILITY COVERAGE BY THIS POLICY FOR THE USE OF THAT MOTOR VEHICLE;

15. FOR THE OWNERSHIP, MAINTENANCE, OR USE OF ANY VEHICLE WHILE IT IS:
   a. OFF PUBLIC ROADS AND BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
   b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING; OR

16. WHO IS AN EMPLOYEE OF THE UNITED STATES OF AMERICA OR ANY OF ITS AGENCIES, IF THE PROVISIONS OF THE FEDERAL TORT CLAIMS ACT APPLY.

If Other Liability Coverage Applies

1. If Liability Coverage provided by this policy and one or more other Car Policies issued to you or any resident relative by one or more of the State Farm Companies apply to the same accident, then:
   a. the Liability Coverage limits of such policies will not be added together to determine the most that may be paid; and
   b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.

2. The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of your car or a trailer attached to it.

The Liability Coverage also applies as primary coverage up to the limits of liability required by the Oklahoma Financial Responsibility Act for the use of a temporary substitute car or a non-owned car that is owned by an authorized motor vehicle dealer and loaned without a fee or charge to you. This applies only while the vehicle is operated by you or a resident relative with the permission of the vehicle’s owner.

a. If:
   (1) this is the only Car Policy issued to you or any resident relative by the State Farm Companies that provides Liability Coverage which applies to the accident as primary coverage; and
   (2) liability coverage provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident,

   then we will pay the proportion of damages payable as primary that our applicable limit bears to the sum of our applicable limit and the limits of all other liability coverage that apply as primary coverage.

b. If:
   (1) more than one Car Policy issued to you or any resident relative by the State Farm Companies provides Liability Coverage which applies to the accident as primary coverage; and
   (2) liability coverage provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident,

   then the State Farm Companies will pay the proportion of damages payable as primary that the maximum amount that may be paid by the State Farm Companies as determined in item 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as primary coverage.

3. Except as provided in item 2. above, the Liability Coverage provided by this policy applies as excess coverage.

a. If:
   (1) this is the only Car Policy issued to you or any resident relative by the State Farm Companies that provides Liability Coverage which applies to the accident as excess coverage; and
   (2) liability coverage provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,
then we will pay the proportion of damages payable as excess that our applicable limit bears to the sum of our applicable limit and the limits of all other liability coverage that apply as excess coverage.

b. If:

(1) more than one Car Policy issued to you or any resident relative by the State Farm Companies provides Liability Coverage which applies to the accident as excess coverage; and

(2) liability coverage provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

then the State Farm Companies will pay the proportion of damages payable as excess that the maximum amount that may be paid by the State Farm Companies as determined in item 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as excess coverage.

**Required Out-of-State Liability Coverage**

If:

1. an insured is in another state, the District of Columbia, or any province of Canada, and as a nonresident becomes subject to its motor vehicle compulsory insurance law, financial responsibility law, or similar law; and

2. this policy does not provide at least the minimum liability coverage required by such law for such nonresident,

then this policy will be interpreted to provide the minimum liability coverage required by such law.

This provision does not apply to liability coverage required by law for motor carriers of passengers or motor carriers of property.

**Financial Responsibility Certification**

When this policy is certified under any law as proof of future financial responsibility, and while required during the policy period, this policy will comply with such law to the extent required.

**Required Oklahoma Statement**

Unless this is a certified policy issued pursuant to Section 7-324 of the Oklahoma Statutes, the following statement, required by Oklahoma law, applies:

Liability insurance is provided in this policy in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

**MEDICAL PAYMENTS COVERAGE**

This policy provides Medical Payments Coverage if “C” is shown under “Symbols” on the Declarations Page.

**Additional Definitions**

**Insured** means:

1. you and resident relatives:
   a. while occupying:
      (1) your car,
      (2) a newly acquired car,
      (3) a temporary substitute car,
      (4) a non-owned car; or
      (5) a trailer while attached to a car described in (1), (2), (3), or (4) above; or
   b. if struck as a pedestrian by a motor vehicle or any type of trailer; and

2. any other person while occupying:
   a. your car,
   b. a newly acquired car,
   c. a temporary substitute car; or
   d. a trailer while attached to a car described in a., b., or c. above.

Such vehicle must be used within the scope of your consent.

**Medical Expenses** mean reasonable expenses for medical services.

**Medical Services** mean treatments, procedures, products, and other services that are:

1. necessary to achieve maximum medical improvement for the bodily injury;

2. rendered by a healthcare provider:
   a. who is licensed as a healthcare provider if a license is required by law; and
   b. within the legally authorized scope of that healthcare provider’s practice;

3. commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the bodily injury;
4. primarily designed to serve a medical purpose;  
5. not experimental; and  
6. not for research purposes.  

**Reasonable Expenses** mean the lowest one of the following charges:  
1. The usual and customary fees charged by a majority of healthcare providers who provide similar *medical services* in the geographical area in which the charges were incurred;  
2. The fee specified in any fee schedule:  
   a. applicable to medical payments coverage, no-fault coverage, or personal injury protection coverage included in motor vehicle liability policies issued in the state where *medical services* are provided; and  
   b. as prescribed or authorized by the law of the state where *medical services* are provided;  
3. The fees agreed to by both the insured's healthcare provider and us; or  
4. The fees agreed upon between the insured's healthcare provider and a third party when we have a contract with such third party.  

**Insuring Agreement**  
*We* will pay:  
1. *medical expenses* incurred because of *bodily injury* that is sustained by an insured and caused by a motor vehicle accident. *We* will only pay such *medical expenses*:  
   a. if any of the *medical services* are provided within one year immediately following the date of the accident; and  
   b. for *medical services* provided within three years immediately following the date of the accident; and  
2. funeral expenses incurred for an insured who dies within three years immediately following the date of a motor vehicle accident if the death is a direct result of *bodily injury* sustained in such accident.  

**Determining Medical Expenses**  
*We* have the right to:  
1. obtain and use:  
   a. utilization reviews;  
   b. peer reviews; and  
   c. medical bill reviews  
   to determine if the incurred charges are *medical expenses*;  
2. use a medical examination of the insured to determine if:  
   a. the *bodily injury* was caused by a motor vehicle accident; and  
   b. the expenses incurred are *medical expenses*; and  
3. enter into a contract with a third party that has an agreement with the insured's healthcare provider to charge fees as determined by that agreement.  

**Limit**  
The Medical Payments Coverage limit is shown on the Declarations Page under “Medical Payments Coverage – Limit – Each Person”. This limit is the most *we* will pay for the *medical expenses* and funeral expenses combined, incurred by or on behalf of any one insulated as a result of any one accident, regardless of the number of:  
1. insureds;  
2. claims made;  
3. vehicles insured; or  
4. vehicles involved in the accident.  
Subject to the limit shown on the Declarations Page, the most *we* will pay for funeral expenses incurred for any one insured is $3,000.  

**Nonduplication**  
*We* will not pay any *medical expenses* or funeral expenses under Medical Payments Coverage that have already been paid:  
1. as damages under Liability Coverage or Uninsured Motor Vehicle Coverage of any policy issued by the State Farm Companies to you or any resident relative; or  
2. by or on behalf of a party who is legally liable for the insured's bodily injury.  
This provision does not apply to you and any relative of you who resides with you.  

**Exclusions**  
THERE IS NO COVERAGE FOR AN INSURED:  
1. WHO IS STRUCK AS A PEDESTRIAN BY A MOTOR VEHICLE, OWNED BY THAT INSURED OR YOU, IF IT IS NOT YOUR CAR OR A NEWLY ACQUIRED CAR;  
2. IF ANY WORKERS’ COMPENSATION LAW OR ANY SIMILAR LAW APPLIES TO THAT INSURED'S BODILY INJURY;  
3. WHO IS OCCUPYING A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN INSURED;
4. WHO IS OCCUPYING A VEHICLE WHILE IT IS BEING USED TO CARRY PERSONS FOR A CHARGE. This exclusion does not apply to:
   a. the use of a private passenger car on a share-the-expense basis; or
   b. an insured while occupying a non-owned car as a passenger;
5. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT INSURED’S EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A CAR BUSINESS. This exclusion does not apply to:
   a. you; or
   b. any resident relative
   while maintaining or using your car, a newly acquired car, a temporary substitute car, or a trailer;
6. WHILE THAT INSURED IS VALET PARKING A VEHICLE;
7. WHILE MAINTAINING OR USING A NON-OWNED CAR IN ANY BUSINESS OR OCCUPATION OTHER THAN A CAR BUSINESS OR VALET PARKING. This exclusion does not apply to the maintenance or use of a private passenger car;
8. WHO IS EITHER OCCUPYING OR STRUCK AS A PEDESTRIAN BY A VEHICLE THAT:
   a. IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
   b. RUNS ON RAILS OR CRAWLER-TREADS;
9. WHOSE BODILY INJURY RESULTS FROM WAR OF ANY KIND;
10. WHOSE BODILY INJURY RESULTS FROM:
    a. NUCLEAR REACTION;
    b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
    c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
11. WHOSE BODILY INJURY RESULTS FROM THE DISCHARGE OF A FIREARM;
12. WHOSE BODILY INJURY RESULTS FROM EXPOSURE TO FUNGI; OR
14. WHO IS OCCUPYING A VEHICLE WHILE IT IS:
    a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED TEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
    b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING.

If Other Medical Payments Coverage or Similar Vehicle Insurance Applies
1. An insured shall not recover for the same medical expenses or funeral expenses under both this coverage and other medical payments coverage or similar vehicle insurance.
2. If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to you or any resident relative by one or more of the State Farm Companies apply to the same bodily injury, then:
   a. the Medical Payments Coverage limits of such policies shall not be added together to determine the most that may be paid; and
   b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. We may choose one or more policies from which to make payment.
3. The Medical Payments Coverage provided by this policy applies as primary coverage for an insured who sustains bodily injury while occupying your car or a trailer attached to it.
   a. If:
      (1) this is the only vehicle policy issued to you or any resident relative by the State Farm Companies that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
      (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident, then we will pay the proportion of medical expenses and funeral expenses payable as primary that our applicable limit bears to the sum of our applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.
b. If:
   (1) more than one vehicle policy issued to you or any resident relative by the State Farm Companies provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
   (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same accident,

   then the State Farm Companies will pay the proportion of medical expenses and funeral expenses payable as primary that the maximum amount that may be paid by the State Farm Companies as determined in item 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

4. Except as provided in item 3. above, the Medical Payments Coverage provided by this policy applies as excess coverage.

   a. If:
      (1) this is the only vehicle policy issued to you or any resident relative by the State Farm Companies that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
      (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

   then we will pay the proportion of medical expenses and funeral expenses payable as excess that our applicable limit bears to the sum of our applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

   b. If:
      (1) more than one vehicle policy issued to you or any resident relative by the State Farm Companies provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
      (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

   then the State Farm Companies will pay the proportion of medical expenses and funeral expenses payable as excess that the maximum amount that may be paid by the State Farm Companies as determined in item 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

Our Payment Options
We may, at our option, make payment to one or more of the following:

1. The insured;
2. The insured’s surviving spouse;
3. A parent or guardian of the insured, if the insured is a minor or an incompetent person;
4. A person authorized by law to receive such payment; or
5. Any person or organization that provides the medical services or funeral services.
This policy provides Uninsured Motor Vehicle Coverage if “U” is shown under “Symbols” on the Declarations Page.

**Additional Definitions**

**Insured** means:
1. *you*;
2. resident relatives;
3. any other *person* while occupying:
   a. your car;
   b. a newly acquired car; or
   c. a temporary substitute car.

Such vehicle must be used within the scope of your consent. Such other person occupying a vehicle used to carry persons for a charge is not an insured; and

4. any person entitled to recover compensatory damages as a result of bodily injury to an insured as defined in items 1., 2., or 3. above.

**Uninsured Motor Vehicle** means a land motor vehicle:
1. the ownership, maintenance, and use of which is:
   a. not insured or bonded for bodily injury liability at the time of the accident; or
   b. insured or bonded for bodily injury liability at the time of the accident; but
      (1) the limits are less than required by the financial responsibility act of Oklahoma;
      (2) the insuring company:
         (a) denies that its policy provides liability coverage for compensatory damages that result from the accident; or
         (b) is or becomes insolvent; or
      (3) the bodily injury liability limits are less than the amount of the claim of the person or persons making claim; or
   2. the owner and driver of which remain unknown and which is the proximate cause of the bodily injury to the insured.

**Uninsured Motor Vehicle Coverage**

**Uninsured Motor Vehicle** does not include a land motor vehicle:
1. owned by, rented to, or operated by a self-insurer under any motor vehicle financial responsibility law, any motor carrier law, or any similar law;
2. designed for use primarily off public roads except while on public roads; or
3. while located for use as a dwelling or other premises.

**Insuring Agreement**

*We* will pay compensatory damages for bodily injury an insured is legally entitled to recover from the owner or driver of an uninsured motor vehicle. The bodily injury must be:
1. sustained by an insured; and
2. caused by an accident that involves the operation, maintenance, or use of an uninsured motor vehicle as a motor vehicle.

**Consent to Settlement**

1. The insured must give us written notice of any tentative agreement to settle the bodily injury claim for the liability limits reached with or on behalf of the owner or driver of the uninsured motor vehicle. The written notice must:
   a. be sent to us by certified mail; and
   b. include:
      (1) copies of all medical bills;
      (2) written authorization or a court order to obtain reports from all employers and medical providers;
      (3) any other available written documentation of pecuniary losses incurred.

2. If we:
   a. consent in writing to the tentative settlement, or if we fail to pay the insured the amount of the tentative settlement within sixty days, then the insured may accept such settlement offer; or
   b. inform the insured in writing that we do not consent, then the insured may not accept such settlement offer and:
      (1) we will substitute our payment to the insured within sixty days in an amount equal to the tentative settlement amount. This payment is considered a payment made by or on behalf of the owner or driver of the uninsured motor vehicle; and
(2) we are entitled to the insured’s right of recovery to the extent of our substitute payment and any settlement payment under the Uninsured Motor Vehicle Coverage of this policy.

Deciding Fault and Amount
1. a. The insured and we must agree to the answers to the following two questions:
   (1) Is the insured legally entitled to recover compensatory damages from the owner or driver of the uninsured motor vehicle?
   (2) If the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the uninsured motor vehicle?
   b. If there is no agreement on the answer to either question in 1.a. above, then the insured shall:
      (1) file a lawsuit, in a state or federal court that has jurisdiction, against:
          (a) us;
          (b) the owner and driver of the uninsured motor vehicle unless we have consented to a settlement offer proposed by or on behalf of such owner or driver; and
          (c) any other party or parties who may be legally liable for the insured’s damages;
      (2) consent to a jury trial if requested by us;
      (3) agree that we may contest the issues of liability and the amount of damages; and
      (4) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.
2. We are not bound by any:
   a. judgment obtained without our written consent; and
   b. default judgment against any person or organization other than us.
3. Regardless of the amount of any award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

Limits
1. The Uninsured Motor Vehicle Coverage limits are shown on the Declarations Page under “Uninsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident”.
   The limit shown under “Each Person” is the most we will pay for all damages resulting from bodily injury to any one insured injured in any one accident, including all damages sustained by other insureds as a result of that bodily injury. The limit shown under “Each Accident” is the most we will pay, subject to the limit for “Each Person”, for all damages resulting from bodily injury to two or more insureds injured in the same accident.
   These Uninsured Motor Vehicle Coverage limits are the most we will pay regardless of the number of:
   a. insureds;
   b. claims made; or
   c. vehicles involved in the accident.
2. The most we will pay will be the lesser of:
   a. the amount by which the insured’s damages for bodily injury exceed the amount paid to the insured by or for any person or organization who is or may be held legally liable for the bodily injury; or
   b. the limits of this coverage.

Nonduplication
We will not pay under Uninsured Motor Vehicle Coverage any damages:
1. that have already been paid to or for the insured:
   a. by or on behalf of any person or organization who is or may be held legally liable for the bodily injury to the insured; or
   b. for bodily injury under Liability Coverage of any policy issued by the State Farm Companies to you or any resident relative;
2. that:
   a. have already been paid;
   b. could have been paid; or
   c. could be paid
   to or for the insured under any workers’ compensation law, disability benefits law, or similar law;
3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance. This does not apply to payments made to or on behalf of you or any relative of you who resides with you; and
4. that have already been paid under any other uninsured motor vehicle coverage.

**Exclusions**

**THERE IS NO COVERAGE:**

1. FOR AN **INSURED** WHO, WITHOUT **OUR** WRITTEN CONSENT, SETTLES WITH ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **BODILY INJURY**;
2. FOR AN **INSURED** WHO SUSTAINS **BODILY INJURY** WHILE **OCCUPYING** A **MOTOR VEHICLE:**
   a. **OWNED BY**;
   b. **FURNISHED FOR THE REGULAR USE** OF;
   c. **AVAILABLE FOR THE REGULAR USE** OF **YOU OR ANY **RESIDENT RELATIVE** IF IT IS NOT INSURED BY A MOTOR VEHICLE INSURANCE POLICY;
3. **TO THE EXTENT IT BENEFITS:**
   a. ANY WORKERS’ **COMPENSATION** OR **DISABILITY BENEFITS** **INSURANCE COMPANY**;
   b. A **SELF-INSURER** UNDER ANY WORKERS’ **COMPENSATION** LAW, **DISABILITY BENEFITS** **LAW**, **OR** **SIMILAR** **LAW**;
   c. ANY **GOVERNMENT** **OR ANY** **OF** **ITS** **POLITICAL** **SUBDIVISIONS** **OR** **AGENCIES**;
4. **FOR PUNITIVE** **OR EXEMPLARY DAMAGES**; **OR**
5. **FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.**

**If Other Uninsured Motor Vehicle Coverage Applies**

1. The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying your car**.

If uninsured motor vehicle coverage is provided on a primary basis by one or more other sources, then we will pay the proportion of damages that the applicable limit of this policy bears to the total of all uninsured motor vehicle coverage that applies as primary coverage.

2. Except as provided in item 1. above, the Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage.

If uninsured motor vehicle coverage is provided on an excess basis by one or more other sources, then we will pay the proportion of damages that the applicable limit of this policy bears to the total of all uninsured motor vehicle coverage that applies as excess coverage.

**Our Payment Options**

**We** may, at **our** option, make payment to one or more of the following:

1. The **insured**;
2. The **insured’s** surviving spouse;
3. A parent or guardian of the **insured**, if the **insured** is a minor or an incompetent **person**;
4. A **person** authorized by law to receive such payment.

**PHYSICAL DAMAGE COVERAGES**

The physical damage coverages are Comprehensive Coverage, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

1. **Comprehensive Coverage** if “D”;
2. **Collision Coverage** if “G”;
3. **Emergency Road Service Coverage** if “H”;
4. **Car Rental and Travel Expenses Coverage** if “R1” is shown under “Symbols” on the Declarations Page.

If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page.

The deductible that applies to Collision Coverage is shown on the Declarations Page.

**Additional Definitions**

**Covered Vehicle** means:

1. **your car**;
2. a **newly acquired car**;
3. a **temporary substitute car**;
4. a camper that is designed to be mounted on a pickup truck and shown on the Declarations Page;
5. a **non-owned car** while it is:
   a. being driven by an **insured**; or
b. in the custody of an insured if at the time of the loss it is:
   (1) not being driven; or
   (2) being driven by a person other than an insured and being occupied by an insured; and
6. a non-owned trailer and a non-owned camper while it is being used by an insured;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of trailers and campers must be securely fixed as a permanent part of the trailer or camper.

Daily rental charge means the sum of:
1. the daily rental rate;
2. mileage charges; and
3. related taxes.

Insured means you and resident relatives.

Loss means:
1. direct, sudden, and accidental damage to; or
2. total or partial theft of a covered vehicle. Loss does not include any reduction in the value of any covered vehicle after it has been repaired, as compared to its value before it was damaged.

Loss Caused By Collision means a loss caused by:
1. a covered vehicle hitting or being hit by another vehicle or other object; or
2. the overturning of a covered vehicle.

Any loss caused by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal is not a Loss Caused By Collision.

Non-Owned Camper means a camper designed to be mounted on a pickup truck that is in the lawful possession of an insured and that neither:
1. is owned by:
   a. an insured;
   b. any other person residing in the same household as an insured; or
   c. an employer of any person described in a. or b. above; nor
2. has been used by, rented by, or in the possession of an insured during any part of each of the 31 or more consecutive days immediately prior to the date of the loss.

Non-Owned Trailer means a trailer that is in the lawful possession of an insured and that neither:
1. is owned by:
   a. an insured;
   b. any other person residing in the same household as an insured; or
   c. an employer of any person described in a. or b. above; nor
2. has been used by, rented by, or in the possession of an insured during any part of each of the 31 or more consecutive days immediately prior to the date of the loss.

Insuring Agreements
1. Comprehensive Coverage
   a. We will pay for loss, except loss caused by collision, to a covered vehicle.
   b. If your car or a newly acquired car is stolen, then we will pay transportation expenses incurred by an insured. These transportation expenses must be incurred during a period that:
      (1) starts on the date you report the theft to us; and
      (2) ends on the earlier of:
          (a) the date the vehicle is recovered; or
          (b) the date we offer to pay you for the theft if the vehicle has not yet been recovered.

   These transportation expenses must be reported to us before we will pay such incurred expenses.

2. Collision Coverage
   We will pay for loss caused by collision to a covered vehicle.

3. Emergency Road Service Coverage
   We will pay the fair cost incurred by an insured for:
   a. up to one hour of labor to repair a covered vehicle at the place of its breakdown;
   b. towing to the nearest repair facility where necessary repairs can be made if a covered vehicle is not drivable;
   c. towing a covered vehicle out of a location where it is stuck if the vehicle is on or immediately next to a public road;
   d. delivery of gas, oil, battery, or tire necessary to return a covered vehicle to driving condition. We do not pay the cost of the gas, oil, battery, or tire; and
e. up to one hour of labor for locksmith services to unlock a covered vehicle if its key is lost, stolen, or locked inside the vehicle.

4. Car Rental and Travel Expenses Coverage

a. Car Rental Expense

We will pay the daily rental charge incurred when you rent a car from a car business while your car or a newly acquired car is:

(1) not drivable; or
(2) being repaired

as a result of a loss which would be payable under Comprehensive Coverage or Collision Coverage.

We will pay the daily rental charge incurred during a period that:

(1) starts on the date:
   (a) the vehicle is not drivable as a result of the loss; or
   (b) the vehicle is left at a repair facility if the vehicle is drivable; and

(2) ends on the earliest of:
   (a) the date the vehicle has been repaired or replaced;
   (b) the date we offer to pay you for the loss if the vehicle is repairable but you choose to delay repairs; or
   (c) five days after we offer to pay you for the loss if the vehicle is:
      (i) a total loss as determined by us; or
      (ii) stolen and not recovered.

The amount of any such daily rental charge incurred by you must be reported to us before we will pay such amount.

b. Travel Expenses

We will pay expenses for commercial transportation, lodging, and meals if your car or a newly acquired car is not drivable as a result of a loss which would be payable under Comprehensive Coverage or Collision Coverage. The loss must occur more than 50 miles from your home. We will only pay these expenses if they are incurred by:

(1) an insured during the period that:
   (a) starts after the loss occurs; and
   (b) ends on the earlier of:

(i) the insured’s arrival at his or her destination or home if the vehicle is left behind for repairs; or
(ii) the repair of the vehicle if the insured waits for repairs before continuing on to his or her destination or returning home; and

(2) you, or any person you choose, to travel to retrieve the vehicle and drive it to either the original destination or your home if the vehicle was left behind for repairs.

These expenses must be reported to us before we will pay such incurred expenses.

c. Rental Car – Repayment of Deductible Expense

We will pay the comprehensive deductible or collision deductible an insured is required to pay the owner of a car rented from a car business.

Supplementary Payments – Comprehensive Coverage and Collision Coverage

If Symbol “D” is shown on the Declarations Page and the covered vehicle sustains loss for which we make a payment under Comprehensive Coverage, or if Symbol “G” is shown on the Declarations Page and the covered vehicle sustains loss for which we make a payment under Collision Coverage, then we will pay reasonable expenses incurred to:

1. tow the covered vehicle immediately after the loss:
   a. for a reasonable distance from the location of the loss to any one repair facility chosen by an insured or the owner of the covered vehicle, if the covered vehicle is not drivable; or
   b. to any one repair facility or commercial storage facility, neither of which was chosen by an insured or the owner of the covered vehicle.

   We will also pay reasonable expenses incurred to tow the covered vehicle for a reasonable distance from this facility to any one repair facility chosen by an insured or the owner of the covered vehicle, if the covered vehicle is not drivable.

2. store the covered vehicle, if it is not drivable immediately after the loss, at:
   a. any one repair facility or commercial storage facility, neither of which was chosen by an insured or the owner of the covered vehicle; and
b. any one repair facility chosen by the owner of the covered vehicle, and we determine such vehicle is a total loss.

If the owner of the covered vehicle consents, then we may move the covered vehicle at our expense to reduce storage costs. If the owner of the covered vehicle does not consent, then we will pay only the storage costs that would have resulted if we had moved the damaged covered vehicle; and

3. clean up debris from the covered vehicle at the location of the loss. The most we will pay to clean up the debris is $250 for any one loss.

Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage

1. We have the right to choose to settle with you or the owner of the covered vehicle in one of the following ways:
   a. Pay the cost to repair the covered vehicle minus any applicable deductible.
      (1) We have the right to choose one of the following to determine the cost to repair the covered vehicle:
         (a) The cost agreed to by both the owner of the covered vehicle and us;
         (b) A bid or repair estimate approved by us; or
         (c) A repair estimate that is written based upon or adjusted to:
            (i) the prevailing competitive price;
            (ii) the lower of paintless dent repair pricing established by an agreement we have with a third party or the paintless dent repair price that is competitive in the market; or
            (iii) a combination of items (i) and (ii) above.
            The prevailing competitive price means prices charged by a majority of the repair market in the area where the covered vehicle is to be repaired as determined by a survey made by us. If asked, we will identify some facilities that will perform the repairs at the prevailing competitive price. The estimate will include parts sufficient to restore the covered vehicle to its pre-loss condition.

You agree with us that the repair estimate may include new, used, recycled, and reconditioned parts. Any of these parts may be either original equipment manufacturer parts or non-original equipment manufacturer parts.

You also agree that replacement glass need not have any insignia, logo, trademark, etching, or other marking that was on the replaced glass.

(2) The cost to repair the covered vehicle does not include any reduction in the value of the covered vehicle after it has been repaired, as compared to its value before it was damaged.

(3) If the repair or replacement of a part results in betterment of that part, then you or the owner of the covered vehicle must pay for the amount of the betterment.

(4) If you and we agree, windshield glass will be repaired instead of replaced.

b. Pay the actual cash value of the covered vehicle minus any applicable deductible.

(1) The owner of the covered vehicle and we must agree upon the actual cash value of the covered vehicle. If there is disagreement as to the actual cash value of the covered vehicle, then the disagreement will be resolved by appraisal upon written request of the owner or us, using the following procedures:
   (a) The owner and we will each select a competent appraiser.
   (b) The two appraisers will select a third competent appraiser. If they are unable to agree on a third appraiser within 30 days, then either the owner or we may petition a court that has jurisdiction to select the third appraiser.
   (c) Each party will pay the cost of its own appraiser, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third appraiser.
   (d) The appraisers shall only determine the actual cash value of the covered vehicle. Appraisers shall have no authority to decide any other questions of fact, decide any questions of law, or conduct appraisal on a class-wide or class-representative basis.
(e) A written appraisal that is both agreed upon by and signed by any two appraisers, and that also contains an explanation of how they arrived at their appraisal, will be binding on the owner of the covered vehicle and us.

(f) We do not waive any of our rights by submitting to an appraisal.

2. The damaged covered vehicle must be given to us in exchange for our payment, unless we agree that the owner may keep it. If the owner keeps the covered vehicle, then our payment will be reduced by the value of the covered vehicle after the loss.

We will not pay for any loss or expense under the Physical Damage Coverages for which the insured or owner of the covered vehicle has already received payment from, or on behalf of, a party who is legally liable for the loss or expense.

Exclusions

THERE IS NO COVERAGE FOR:

1. ANY COVERED VEHICLE THAT IS:
   a. INTENTIONALLY DAMAGED;
   b. STOLEN

2. ANY COVERED VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN INSURED;

3. ANY COVERED VEHICLE WHILE IT IS USED TO CARRY PERSONS FOR A CHARGE. This exclusion does not apply to the use of a private passenger car on a share-the-expense basis;

4. ANY COVERED VEHICLE DUE TO:
   a. THEFT;
   b. CONVERSION;
   c. EMBEZZLEMENT; OR
   d. SECRETION

5. LOSS TO YOUR CAR OR A NEWLY ACQUIRED CAR IF AN INSURED VOLUNTARILY RELINQUISHES POSSESSION OF SUCH CAR TO A PERSON OR ORGANIZATION UNDER AN ACTUAL OR PRESUMED SALES AGREEMENT;

6. ANY COVERED VEHICLE TO THE EXTENT OUR PAYMENT WOULD BENEFIT ANY CARRIER OR OTHER BAILEE FOR HIRE THAT IS LIABLE FOR LOSS TO SUCH COVERED VEHICLE;

7. LOSS TO ANY COVERED VEHICLE DUE TO FUNGI. THIS APPLIES REGARDLESS OF WHETHER OR NOT THE FUNGI RESULT FROM A LOSS THAT IS PAYABLE UNDER ANY OF THE PHYSICAL DAMAGE COVERAGES. WE WILL ALSO NOT PAY FOR ANY TESTING OR REMEDIATION OF FUNGI, OR ANY ADDITIONAL LIMITS – CAR RENTAL AND TRAVEL EXPENSES COVERAGE

1. Car Rental Expense

   The limit for Car Rental Expense is shown on the Declarations Page under “Limit – Car Rental Expense – Each Day, Each Loss”.

   a. The limit shown under “Each Day” is the most we will pay for the daily rental charge. If
      (1) a dollar amount is shown, then we will pay the daily rental charge up to that dollar amount;
      (2) a percentage amount is shown, then we will pay that percentage of the daily rental charge.

   b. Subject to the “Each Day” limit, the limit shown under “Each Loss” is the most we will pay for Car Rental Expense incurred as a result of any one loss.

2. Travel Expenses

   The most we will pay for Travel Expenses incurred by all insureds as a result of any one loss is $500.

3. Rental Car – Repayment of Deductible Expense

   The most we will pay for Rental Car – Repayment of Deductible Expense incurred as a result of any one loss is $500.
COSTS REQUIRED TO REPAIR ANY COVERED VEHICLE THAT ARE DUE TO THE EXISTENCE OF FUNGI;

8. LOSS TO ANY COVERED VEHICLE THAT RESULTS FROM:
   a. NUCLEAR REACTION;
   b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
   c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF, RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

9. LOSS TO ANY COVERED VEHICLE THAT RESULTS FROM THE TAKING OF OR SEIZURE OF THAT COVERED VEHICLE BY ANY GOVERNMENTAL AUTHORITY;

10. LOSS TO ANY COVERED VEHICLE THAT RESULTS FROM WAR OF ANY KIND;

11. YOUR CAR WHILE SUBJECT TO ANY:
   a. LIEN AGREEMENT;
   b. RENTAL AGREEMENT;
   c. LEASE AGREEMENT; OR
   d. SALES AGREEMENT
   NOT SHOWN ON THE DECLARATIONS PAGE;

12. ANY NON-OWNED CAR WHILE IT IS:
   a. BEING MAINTAINED OR USED BY ANY PERSON WHILE THAT PERSON IS EMPLOYED IN OR ENGAGED IN ANY WAY IN A CAR BUSINESS; OR
   b. USED IN ANY BUSINESS OR OCCUPATION OTHER THAN A CAR BUSINESS. This exclusion (12.b.) does not apply to a private passenger car;

13. ANY PART OR EQUIPMENT OF A COVERED VEHICLE IF THAT PART OR EQUIPMENT:
   a. FAILS OR IS DEFECTIVE; OR
   b. IS DAMAGED AS A DIRECT RESULT OF:
      (1) WEAR AND TEAR;
      (2) FREEZING; OR
      (3) MECHANICAL, ELECTRICAL, OR ELECTRONIC BREAKDOWN OR MALFUNCTION
      OF THAT PART OR EQUIPMENT.
   This exclusion does not apply if the loss is the result of theft of the covered vehicle;

14. ANY PART OR EQUIPMENT:
   a. THAT IS NOT LEGAL FOR USE IN OR ON THE COVERED VEHICLE IN THE STATE WHERE THE COVERED VEHICLE IS REGISTERED; OR
   b. THE USE OF WHICH IS NOT LEGAL IN THE STATE WHERE THE COVERED VEHICLE IS REGISTERED BECAUSE OF HOW OR WHERE THAT PART OR EQUIPMENT IS INSTALLED IN OR ON THE COVERED VEHICLE.

   However, if there is a legal version of the part or equipment that is necessary for the safe operation of the covered vehicle, then we will pay the cost that we would otherwise have paid to repair the vehicle with the legal version of the part or equipment. We will not pay any cost necessary to modify the vehicle for installation of the legal version of the part or equipment;

15. TIRES. This exclusion does not apply if:
   a. loss is caused by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal; or
   b. loss caused by collision to another part of the covered vehicle causes loss to tires;

16. REMOVABLE PRODUCTS USED FOR STORAGE OF AUDIO, VIDEO, OR OTHER DATA, INCLUDING BUT NOT LIMITED TO TAPES, DISCS, AND MEMORY CARDS, NOR IS THERE COVERAGE FOR THE RECONSTRUCTION OF DATA CONTAINED THEREIN;

17. ANY EQUIPMENT USED TO DETECT OR INTERFERE WITH SPEED MEASURING DEVICES;

18. A CAMPER, INCLUDING ITS PARTS AND ITS EQUIPMENT, THAT IS:
   a. DESIGNED TO BE MOUNTED ON A PICKUP TRUCK;
   b. OWNED BY AN INSURED; AND
   c. NOT SHOWN ON THE DECLARATIONS PAGE; OR

19. ANY COVERED VEHICLE WHILE IT IS:
   a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING.

If Other Physical Damage Coverage or Similar Coverage Applies
1. If the same loss or expense is payable under more than one of the physical damage coverages provided by this policy, then only the one coverage that pays the most for that loss or expense applies.

2. If any of the physical damage coverages provided by this policy and one or more other policies issued to an insured by one or more of the State Farm Companies apply to the same loss or expense, then only one policy applies. We will select a policy that pays the most for the loss or expense.

3. The physical damage coverages provided by this policy apply as primary coverage for a loss to your car. If similar coverage provided by one or more sources other than the State Farm Companies also applies as primary coverage for the same loss or expense, then the State Farm Companies will pay the proportion of the loss or expense payable as primary that the maximum amount that may be paid by the State Farm Companies bears to the sum of such amount and the limits of all other similar coverage that applies as primary coverage.

4. Except as provided in item 3. above, the physical damage coverages provided by this policy apply as excess coverage. If similar coverage provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same loss or expense, then the State Farm Companies will pay the proportion of the loss or expense payable as excess that the maximum amount that may be paid by the State Farm Companies bears to the sum of such amount and the limits of all other similar coverage that applies as excess coverage.

Financed Vehicle
1. If a creditor is shown on the Declarations Page, then any Comprehensive Coverage or Collision Coverage provided by this policy applies to that creditor’s interest in your car. Coverage for the creditor’s interest is only provided for a loss that is payable to you. However, if this policy is cancelled or nonrenewed, then we will provide coverage for the creditor’s interest until we notify the creditor of the termination of such coverage. This coverage for the creditor’s interest is only provided for a loss that would have been payable to you if this policy had not been cancelled or nonrenewed. The date such termination is effective will be at least 10 days after the date we mail or electronically transmit a notice of the termination to the creditor. The mailing or electronic transmittal of the notice will be sufficient proof of notice.

2. If we pay such creditor, then we are entitled to the creditor’s right of recovery against you to the extent of our payment. Our right of recovery does not impair the creditor’s right to recover the full amount of its claim.

Our Payment Options
1. Comprehensive Coverage and Collision Coverage
   a. We may, at our option, make payment to one or more of the following for loss to a covered vehicle owned by you:
      (1) You;
      (2) The repairer; or
      (3) A creditor shown on the Declarations Page, to the extent of its interest.
   b. We may, at our option, make payment to one or more of the following for loss to a covered vehicle not owned by you:
      (1) You;
      (2) The owner of such vehicle;
      (3) The repairer; or
      (4) A creditor, to the extent of its interest.

2. Emergency Road Service Coverage and Car Rental and Travel Expenses Coverage
   We may, at our option, make payment to one or more of the following:
   a. You;
   b. The insured who incurred the expense; or
   c. Any party that provided the service for which payment is owed.
DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE

This policy provides Death, Dismemberment and Loss of Sight Coverage if “S” is shown under “Symbols” on the Declarations Page.

Additional Definition

Insured means a person whose name is shown under “Death, Dismemberment and Loss of Sight Coverage – Persons Insured” on the Declarations Page.

Insuring Agreement

We will pay the highest applicable benefit shown in the following Death, Dismemberment and Loss of Sight Benefits Schedules if an insured:

1. dies; or
2. suffers dismemberment or permanent loss of sight, as described in the schedule

as the direct result of an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle and not due to any other cause.

The insured must be occupying or be struck as a pedestrian by a land motor vehicle or any type of trailer at the time of the accident. The death, dismemberment, or permanent loss of sight must occur within 90 days after the date of the accident.

Benefit

The applicable benefit shown in the schedule is the most we will pay for any one insured in any one accident. Any benefit paid or payable for dismemberment or permanent loss of sight reduces the death benefit.

DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFITS SCHEDULES

<table>
<thead>
<tr>
<th>Death</th>
<th>Loss of both hands; both feet; all sight of both eyes; one hand &amp; one foot; or one hand or one foot &amp; all sight of one eye</th>
<th>$5,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loss of one hand or one foot; or all sight of one eye</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>Loss of the thumb &amp; a finger on one hand; or any three fingers</td>
<td>$3,000</td>
</tr>
<tr>
<td></td>
<td>Loss of any two fingers</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

If the amount shown on the Declarations Page for the insured is $10,000, we will pay the applicable benefit shown below for death or for the described dismemberment or permanent loss of sight:

<table>
<thead>
<tr>
<th>Death</th>
<th>Loss of both hands; both feet; all sight of both eyes; one hand &amp; one foot; or one hand or one foot &amp; all sight of one eye</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Loss of any two fingers</td>
<td>$2,000</td>
<td></td>
</tr>
</tbody>
</table>

The hand must be cut off through or above the wrist. The foot must be cut off through or above the ankle. The whole thumb or finger must be cut off.

The benefits shown in the schedules are doubled for an insured who at the time of the accident was occupying a private passenger car and using a seat belt in the manner recommended by the vehicle’s manufacturer.

LOSS OF EARNINGS COVERAGE

This policy provides Loss of Earnings Coverage if “Z” is shown under “Symbols” on the Declarations Page.

Additional Definitions

Insured means a person whose name is shown under “Loss of Earnings Coverage – Persons Insured” on the Declarations Page.

Total Disability means the insured’s inability to work, either full or part time, in his or her occupation or any other similar occupation for which he or she is reasonably fitted by education, training, or experience.

Weekly Earnings means 85% of all earnings for the insured’s services before any deductions. When weekly earnings cannot be determined on a weekly basis an average will be used. The average is 85% of the total earnings for the 52 weeks just prior to the accident divided by 52.

Insuring Agreement

We will pay the insured his or her loss of weekly earnings, which occur while the insured is living, due to continuous total disability that:

1. is the direct result of bodily injury caused by an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle
and not due to any other cause. At the time of the accident, the insured must be occupying or be struck as a pedestrian by a land motor vehicle or any type of trailer; and

2. starts within 20 days after the date of the accident and lasts for a period of at least 30 consecutive days. We will not pay for the first seven days of the 30 day period.

Limit
The most we will pay any one insured is:

1. $250 for each full workweek of total disability; and

2. a pro rata portion of $250 for less than a full workweek of total disability.

Subject to the workweek limit, the most we will pay any one insured for all loss of weekly earnings due to any one accident is $15,000.

We will pay every two weeks the insured’s loss of weekly earnings owed.

Exclusions – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND LOSS OF EARNINGS COVERAGE DO NOT APPLY TO AN INSURED:

1. WHILE IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT IN A CAR BUSINESS;

2. WHILE OCCUPYING, LOADING, UNLOADING:
   a. AN EMERGENCY VEHICLE IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;
   b. A VEHICLE, OTHER THAN AN EMERGENCY VEHICLE, WHILE USED IN THE:
      (1) INSURED’S BUSINESS; OR
      (2) COURSE AND SCOPE OF HIS OR HER EMPLOYMENT IN OTHER THAN A CAR BUSINESS.
   Exclusion 2.b. does not apply if the vehicle is a private passenger car;
   c. A MILITARY VEHICLE; OR
   d. A VEHICLE WHILE IT IS:
      (1) BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
      (2) ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH SPEED DRIVING;

3. WHILE OCCUPYING, LOADING, UNLOADING, OR WHO IS STRUCK AS A PEDESTRIAN BY:
   a. A MOTOR VEHICLE THAT RUNS ON RAILS OR CRAWLER-TREADS;
   b. A MOTOR VEHICLE THAT IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
   c. A MOTOR VEHICLE OR ANY TYPE OF TRAILER, EITHER OF WHICH IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES; OR

4. FOR DEATH, DISMEMBERMENT, LOSS OF SIGHT, OR TOTAL DISABILITY THAT RESULTS FROM:
   a. WAR OF ANY KIND;
   b. NUCLEAR REACTION, RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE, OR THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
   c. THE DISCHARGE OF A FIREARM;
   d. EXPOSURE TO FUNGI;
   e. SUICIDE OR ATTEMPTED SUICIDE REGARDLESS OF WHETHER THE INSURED WAS SANE OR INSANE; OR
   f. DISEASE except pus-forming infection due to bodily injury sustained in the accident.

Our Payment Options – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage

We may, at our option, make payment to one or more of the following:

1. The insured;
2. The insured’s surviving spouse;
3. A parent or guardian of the insured, if the insured is a minor or an incompetent person; or
4. A person or organization authorized by law to receive such payment.
INSURED’S DUTIES

1. Notice to Us of an Accident or Loss
   The insured must give us or one of our agents notice of the accident or loss as soon as reasonably possible. The notice must give us:
   a. your name;
   b. the names and addresses of all persons involved in the accident or loss;
   c. the hour, date, place, and facts of the accident or loss; and
   d. the names and addresses of witnesses to the accident or loss.

2. Notice to Us of Claim or Suit
   a. If a claim is made against an insured, then that insured must immediately send us every demand, notice, and claim received.
   b. If a lawsuit is filed against an insured, then that insured must immediately send us every summons and legal process received.

3. Insured’s Duty to Cooperate With Us
   a. The insured must cooperate with us and, when asked, assist us in:
      (1) making settlements;
      (2) securing and giving evidence; and
      (3) attending, and getting witnesses to attend, depositions, hearings, and trials.
   b. The insured must not, except at his or her own cost, voluntarily:
      (1) make any payment to others; or
      (2) assume any obligation to others unless authorized by the terms of this policy.
   c. Any person or organization making claim under this policy must, when we require, give us proof of loss on forms we furnish.

4. Questioning Under Oath
   Under:
   a. Liability Coverage, each insured;
   b. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage, each insured, or any other person or organization making claim or seeking payment; and
   c. Physical Damage Coverages, each insured or owner of a covered vehicle, or any other person or organization making claim or seeking payment.

   must, at our option, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as we require. Such person or organization must answer questions under oath, asked by anyone we name, and sign copies of the answers. We may require each person or organization answering questions under oath to answer the questions with only that person’s or organization’s legal representative, our representatives, any person or persons designated by us to record the questions and answers, and no other person present.

5. Other Duties Under the Physical Damage Coverages
   When there is a loss, you or the owner of the covered vehicle must:
   a. protect the covered vehicle from additional damage. We will pay any reasonable expense incurred to do so that is reported to us;
   b. make a prompt report to the police when the loss is the result of theft;
   c. allow us to:
      (1) inspect any damaged property before its repair or disposal;
      (2) test any part or equipment before that part or equipment is removed or repaired; and
      (3) move the covered vehicle at our expense in order to conduct such inspection or testing;
   d. provide us all:
      (1) records;
      (2) receipts; and
      (3) invoices that we request and allow us to make copies; and
   e. not abandon the covered vehicle to us.

6. Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage
   A person making claim under:
   a. Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, or Loss of Earnings Coverage must:
(1) notify us of the claim and give us all the details about the death, injury, treatment, and other information that we may need as soon as reasonably possible after the injured insured is first examined or treated for the injury. If the insured is unable to give us notice, then any other person may give us the required notice;

(2) be examined as reasonably often as we may require by physicians chosen and paid by us. A copy of the report will be sent to the person upon written request;

(3) provide written authorization for us to obtain:
   (a) medical bills;
   (b) medical records;
   (c) wage, salary, and employment information; and
   (d) any other information we deem necessary to substantiate the claim.

If an injured insured is a minor, unable to act, or dead, then his or her legal representative must provide us with the written authorization.

GENERAL TERMS

1. When Coverage Applies
The coverages provided by this policy are shown on the Declarations Page and apply to accidents and losses that occur during the policy period. The policy period is shown on the Declarations Page and is for successive periods of six months each for which the renewal premium is paid. The policy period begins and ends at 12:01 AM Standard Time at the address shown on the Declarations Page.

2. Where Coverage Applies
The coverages provided by this policy are shown on the Declarations Page and apply to accidents and losses that occur:
   a. in the United States of America and its territories and possessions;
   b. in Canada; and
   c. while a vehicle for which coverage is provided by this policy is being shipped between the ports of the United States of America, its territories, its possessions, and Canada.

3. Newly Owned or Newly Leased Car
If you want to insure a car newly owned by you with the State Farm Companies after that car ceases to be a newly acquired car, then you must either:

a. request we replace the car currently shown on the Declarations Page of this policy with the car newly owned by you and pay us any added amount due. If you make such request while this policy is in force and:
   (1) before the car newly owned by you ceases to be a newly acquired car, then that car newly owned by you will be insured by this policy as your car beginning on the date the car newly owned by you is delivered to you. The added amount due will be calculated based on that date; or
(2) after the car newly owned by you ceases to be a newly acquired car, then that car newly owned by you will be insured by this policy as your car beginning on the date and time you make the request. The added amount due will be calculated based on that date; or

b. apply to the State Farm Companies for a separate policy to insure the car newly owned by you. Such policy will be issued only if both the applicant and the vehicle are eligible for coverage at the time of the application.

4. Changes to This Policy
      We may only change the provisions of this policy by:
      (1) issuing a revised policy booklet, a revised Declarations Page, or an endorsement; or
      (2) revising this policy to give broader coverage without an additional premium charge. If any coverage provided by this policy is changed to give broader coverage, then we will give you the broader coverage as of the date we make the change effective in the state of Oklahoma without issuing a revised policy booklet, a revised Declarations Page, or an endorsement.

b. Change of Interest
   (1) No change of interest in this policy is effective unless we consent in writing.
   (2) Except under Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage, if a named insured dies, then the definition of insured under each of the coverages provided by this policy is changed to include:
      (a) any person with lawful custody of your car, a newly acquired car, or a temporary substitute car until a legal representative is qualified; and then
      (b) the legal representative of the deceased named insured.
      This only applies while such person is maintaining or using your car, a newly acquired car, or a temporary substitute car.

   Policy notice requirements are met by mailing the notice to the deceased named insured’s last known address.

c. Joint and Individual Interests
   When there are two or more named insureds each acts for all to change or cancel the policy.

5. Premium
   a. Unless as otherwise provided by an alternative payment plan in effect with the State Farm Companies with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown on the most recently issued Declarations Page or Renewal Notice.
   b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.
   c. The premium for this policy may vary based upon the purchase of other insurance from the State Farm Companies.
   d. The premium for this policy is based upon information we have received from you or other sources. You must inform us if any information regarding the following is incorrect or incomplete, or changes during the policy period, and you must answer questions we ask regarding the following:
      (1) Your car, or its use, including annual mileage;
      (2) The persons who regularly drive your car, including newly licensed family members;
      (3) Your marital status; or
      (4) The location where your car is primarily garaged.
      If the above information or any other information used to determine the premium is incorrect, incomplete, changes during the policy period, or is not provided to us when we ask, we may decrease or increase the premium during the policy period. If we decrease the premium during the policy period, then we will provide a refund or a credit in the amount of the decrease. If we increase the premium during the policy period, then you must pay the amount of the increase.

6. Renewal
   We agree to renew this policy for the next policy period upon payment of the renewal premium when due, unless we mail or deliver a nonrenewal notice or a cancellation notice as set forth in items 7. and 8. below.
7. Nonrenewal

If we decide not to renew this policy, then, at least 30 days before the end of the current policy period, we will mail or deliver a nonrenewal notice to the most recent address provided to us by you as the policy address. The mailing of the notice will be sufficient proof of notice.

8. Cancellation

a. How You May Cancel

You may cancel this policy by providing to us advance notice of the date cancellation is effective. We may confirm the cancellation in writing.

b. How and When We May Cancel

We may cancel this policy by mailing or delivering a written notice to the most recent address provided to us by you as the policy address. The notice will provide the date cancellation is effective. The date cancellation is effective will be at least 10 days after the date we mail or deliver the cancellation notice.

The mailing of the notice will be sufficient proof of notice.

We will not cancel this policy before the end of the current policy period unless:

(1) we cancel this policy within 45 business days of taking your application;
(2) the premium is not paid when due; or
(3) you, any resident relative, or any other person who usually drives your car has:
   (a) had his or her driver’s license under suspension or revocation; or
   (b) been convicted of driving without having a valid driver’s license during the 180 days immediately before the effective date of the policy or during the policy period.

c. Return of Unearned Premium

If you cancel this policy, then premium may be earned on a short rate basis. If we cancel this policy, then premium will be earned on a pro rata basis.

If we cancel this policy within 45 business days of taking your application, then any unearned premium will be returned to you within 45 business days of taking your application.

If we cancel this policy after 45 business days of taking your application, then we may return unearned premium to you at the time of cancellation or within a reasonable time thereafter. Delay in the return of unearned premium does not affect the cancellation.

9. Assignment

No assignment of benefits or other transfer of rights is binding upon us unless approved by us.

10. Bankruptcy or Insolvency of the Insured

Bankruptcy or insolvency of the insured or his or her estate will not relieve us of our obligations under this policy.

11. Concealment or Fraud

There is no coverage under this policy if you or any other person insured under this policy has made false statements with the intent to conceal or misrepresent any material fact or circumstance in connection with any claim under this policy.

12. Our Right to Recover Our Payments

a. Death Dismemberment and Loss of Sight, and Loss of Earnings Coverages are not recoverable by us;

b. Medical Payments Coverage payments made to or on behalf of you or any relative of you who resides with you are not recoverable by us;

c. Under Uninsured Motor Vehicle Coverage:
   (1) we are subrogated to the extent:
      (a) our payment for the insured’s bodily injury; added to
      (b) the proceeds of any settlement the insured recovers from any party liable for the bodily injury exceed the insured’s damages for bodily injury;
   (2) we have no right to the proceeds of any settlement or judgment if:
      (a) the insured has given us written notice of a tentative agreement to settle for the liability limits of the party liable for the bodily injury as required in the Consent to Settlement provision of the Uninsured Motor Vehicle Coverage of this policy; and
      (b) we fail to substitute our payment to the insured for the tentative amount within 60 days; and
   (3) if the person to or for whom we have made payment has not recovered from the party liable for the bodily injury, then that person must:
      (a) keep these rights in trust for us;
(b) execute any legal documents we need; and
(c) take action through our representative when we ask.
We are to be repaid our payments, costs, and fees of collection out of any recovery; and

d. Under all other coverage provided by this policy:

(1) **Subrogation**
If we are obligated under this policy to make payment to or for a person who has a legal right to collect from another party, then we will be subrogated to that right to the extent of our payment.
The person to or for whom we make payment must help us recover our payments by:
(a) doing nothing to impair that legal right;
(b) executing any documents we may need to assert that legal right; and
(c) taking legal action through our representatives when we ask; and

(2) **Reimbursement**
If we make payment under this policy and the person to or for whom we make payment recovers or has recovered from another party, then that person must:
(a) hold in trust for us the proceeds of any recovery; and
(b) reimburse us to the extent of our payment.

13. **Legal Action Against Us**
Legal action may not be brought against us until there has been full compliance with all the provisions of this policy. In addition, legal action may only be brought against us regarding:

a. Liability Coverage after the amount of damages an insured is legally liable to pay has been finally determined by:
(1) judgment after an actual trial, and any appeals of that judgment if any appeals are taken; or
(2) agreement between the claimant and us.

b. Medical Payments Coverage if the legal action relating to this coverage is brought against us within four years immediately following the date of the accident.
c. Uninsured Motor Vehicle Coverage if the insured or that insured’s legal representative:
(1) presents an Uninsured Motor Vehicle Coverage claim to us; and
(2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision.

Except as provided in c.(2) above, no other legal action may be brought against us relating to Uninsured Motor Vehicle Coverage for any other causes of action that arise out of or are related to this coverage until there has been full compliance with the provisions titled **Consent to Settlement** and **Deciding Fault and Amount**.
d. Physical Damage Coverages if the legal action relating to these coverages is brought against us within one year immediately following the date of the accident or loss.

14. **Severability**
If any provision of this policy is held invalid or unenforceable by a court that has jurisdiction, then:

a. such provision will remain in full force to the extent not held invalid or unenforceable; and
b. all other provisions of this policy will remain valid and enforceable.